

# Analysis

## Of the COVID Vaccine Programme (CVP) Enhanced Service (ES) 3<sup>rd</sup> December 2020

### Background:

The final specification of the CVP ES was published on the evening of 1<sup>st</sup> December. Practices have until 4<sup>th</sup> December to submit a workforce survey and then until 23.59 on Monday, 7<sup>th</sup> December to decide whether to sign up or not to the contract. The following analysis takes the salient points and key requirements of the specification with an LMC comment for each one to assist practices, in deciding whether to sign up or not.

Clause	Text	LMC Comment
<b>Introduction</b>		
1.2	This ES has been agreed between NHS England and the British Medical Association (BMA) General Practitioners Committee (GPC) in England. It is a national specification that cannot be varied locally. NHS England will agree any future amendments to the terms of this ES specification with the GPC <i>unless it is necessary to amend it in line with recommendations or decisions of the JCVI, MHRA, vaccine manufacturers or Ministers</i> , where NHS England will discuss the required changes with the GPC.	Note the text in red – GPC consent is not required for changes (as would be the case with a DES)
1.6	On agreement to participate in this ES, a GP practice will work together with others in a collaborative manner and in accordance with the collaboration requirements at paragraphs 5 and 6 of this ES to deliver all aspects of this specification. <i>The GP practice, in collaboration with other GP practices in the PCN Grouping, must have the ability to deliver this ES during the hours of 8am to 8pm, 7 days per week and including on bank holidays. The Commissioner (NHSE) will inform practices where this is required</i> , based on the need to maximise vaccinations when the supply of vaccine is available to reduce waste and in support of the mass vaccination of the population.	This obligates you to work 8-8, 7 days a week including bank holidays, <i>where NHSE informs you that this is required</i> .
1.8	Where this ES sets out a requirement or obligation of a PCN Grouping, <i>each GP practice of a Primary Care Network together with neighbouring GP practices as described above, is responsible</i> for ensuring the requirement or obligation is carried out on behalf of that PCN Grouping.	You, as a practice, are jointly and severally liable with the other practices in your “PCN grouping” for delivery of the service
<b>Background &amp; Duration</b>		
3.1	This ES is for the Commissioner (NHSE) to commission the provision of COVID-19 vaccinations to Patients. This ES begins on 8 December 2020 and <i>shall continue until 31 August</i> 2021 unless it is terminated in accordance with paragraph 3.2.	The service runs for just under 9 months, although may be terminated earlier.
3.5	GP Practices will be provided with vaccines to deliver this ES. The GP practice, together with the other <i>GP practices in the PCN grouping shall be considered joint and several owners of the vaccine</i> . GP practices should understand that the vaccine availability and supply is challenging and may be constrained and is subject to change over time. The Commissioner (NHSE) is likely to need to make allocation decisions regarding the vaccine during the term of this ES. Allocation decisions could include prioritising GP practices’ PCN Groupings or the use of a particular type of vaccine. GP practices support in relation to stock forecasting, use and ordering is important to this ES.	This is further in line with 1.8 that practices are jointly liable for the programme and the stock of the vaccine, including for any financial liability or costs incurred.
<b>Process</b>		
4.1	GP practices must sign up to participate in this ES <i>before 23:59 on 7 December 2020</i> unless the Commissioner (NHSE) agrees otherwise in certain circumstances. GP practices must record their agreement to participate in this ES in writing to the Commissioner (NHSE). Local CCGs will collate the written agreement of each GP practice to participate in this ES on behalf of the Commissioner (NHSE).	You have until before midnight, 7 <sup>th</sup> December (Monday) to make a decision as to whether to sign up or not.

4.2	All GP practices participating in this ES must have nominated and have access to a Designated Site from which vaccinations must be administered unless there is a specific reason not to ( <i>for example, the medical condition of a Patient is such that, in the reasonable opinion of the GP practice attendance on the Patient is required and it would be inappropriate for the Patient to attend at the Designated Site, in which case the GP practice must provide the vaccination to the Patient at another location</i> ). The Commissioner (NHSE) may be able to support GP practices to work with community partners and other local providers as appropriate to identify pragmatic local solutions to vaccinating these Patients. <i>GP practices must make arrangements to vaccinate Patients resident in care homes at their care home of residence.</i>	You are required to vaccinate people at a different site (eg: at home) if they are unable to get to the site.  You are required to vaccinate care home residents in their care home
4.3	Payment under this ES is conditional on GP practices: 4.3.1 entering into this ES, <i>including any variations and updates;</i> 4.3.2 complying with the requirements of this ES; and 4.3.3 completing the course of vaccinations to Patients (unless exceptional circumstances apply as set out at paragraph 11.3)	This clause suggests that where a variation is unilaterally imposed by NHSE and you fail to meet its requirements then you may not be paid for work already done. <i>Urgent clarification is needed on this point and written assurance that practices will be paid for all work already done.</i>
<b>Collaboration Requirements - General</b>		
5.1.1	Co-operate with others in so far as is reasonable, including any other person responsible for the provision of services pursuant to this ES, in a timely and effective way and give to each GP practice in its PCN Grouping <i>and outside of its PCN Grouping (where appropriate)</i> such assistance as may reasonably be required to deliver the services under this ES;	You may be enlisted to support other practices outside of your PCN grouping
5.1.4	Have regard to all relevant guidance published by the Commissioner (NHSE) or referenced within this ES;	This guidance has not yet been published and no limit is set out as to how much more may be added
5.1.6	Take reasonable steps to provide information (supplementary to national communications) to Patients about the services pursuant to this ES, including information on how to access the services and any changes to them;	"Supplementary" (meaning extra) comms to patients will be the responsibility of the practice
5.1.7	Ensure that it has in place suitable arrangements to enable the lawful sharing of data to support the delivery of the services, business administration and analysis activities.	Data sharing and GDPR responsibility also lies with the practice
<b>Collaboration Requirements – PCN Groupings</b>		
6.4	All GP practices must have in place a COVID-19 ES Vaccination Collaboration Agreement signed by all collaborating GP practices in its PCN Grouping by no later than the day before the date of the first administration of the vaccinations that sets out the clinical delivery model (i.e. how clinics are delivered and responsibility is shared between the GP practices within the PCN Grouping) deployed by the PCN Grouping and as a minimum contains additional provisions in relation to the following:  <ul style="list-style-type: none"> <li>• appropriate arrangements for Patient record sharing in line with data protection legislation;</li> <li>• appropriate arrangements for reporting of activity data, vaccine stock (to include stock use and stock forecasting which must include the brand of vaccine delivered and required by the PCN grouping), available capacity and submission of required data to the Commissioner (NHSE). <i>Where appropriate access to mandatory national systems is required</i>, these will be made available free of charge;</li> <li>• appropriate arrangements for communicating with Patients, including but not limited to call/re-call;</li> <li>• arrangements for any sharing and deployment of staff as agreed by the PCN Grouping in relation to the efficient delivery of the services pursuant to this ES;</li> <li>• financial arrangements between the collaborating GP practices and, if relevant, financial arrangements relating to other healthcare providers (such as community pharmacies) outside of its PCN Grouping involved in local delivery of this ES;</li> <li>• arrangements in relation to use of the Designated Site and any other relevant premises (as required);</li> <li>• sub-contracting arrangements (as required);</li> <li>• a lead contact email address for the PCN Grouping which shall be supplied to the Commissioner (NHSE) for use in disseminating information urgently;</li> <li>• appropriate indemnity arrangements. The Clinical Negligence Scheme for General Practice (CNSGP) provides clinical negligence indemnity cover for all staff engaged by a GP practice under the CNSGP Regulations. It covers NHS activities delivered by a Part 4 contractor under a Primary Medical Services contract (including an NHS standard contract with Schedule 2L), a Primary Medical Services sub-contractor, or the provision of 'Ancillary Health Services' for a Part 4 contractor or Primary Medical Services sub-contractor such as an Enhanced Service. Cover under CNSGP is not restricted to a GP practice's registered patients so would apply to the provision of an Enhanced Service (ES) by a GP practice to a person such as practice staff who are not on the registered list of that GP practice.</li> </ul>	The ES Collaboration Agreement seems like a vast document and it is suggested that it would need to be drawn up and ratified by as early as 17 <sup>th</sup> December.  Significant challenges of such a document include:  <ul style="list-style-type: none"> <li>• GDPR and record sharing</li> <li>• Reporting of activity</li> <li>• Stock taking</li> <li>• Compliance with mandatory national systems</li> <li>• Comms to patients including call/recall</li> <li>• Secondment of staff (not covered by ARRS)</li> <li>• Nominating of a lead practice (see later) for stewardship of all money and financial arrangements for fair distribution to all practices according to activity</li> </ul> <i>A template agreement will be available from NHSE however practices would be advised to seek independent legal advice before agreeing to such a document.</i>  Helpfully, the work is covered by the CNSGP indemnity scheme

6.6	PCN Groupings will be expected to collaborate with any national and regional Sustainability and Transformation Partnership operations centre in relation to vaccine stock forecasting and ordering arrangements that are put in place, which will include complying with the processes and requirements set out in any relevant Standard Operating Procedures. <i>This may include, for example, providing daily updates on actual stock use, vaccines delivered (including the brand of vaccine used) and forecasted requirements.</i> PCN Groupings may need to submit information using the national Foundry system.	You may be required to give daily SitReps to the ICS/STP and collaborate/synchronise with mass vaccine sites.
<b>Site Designation</b>		
7		Much of this process was already covered in our last analysis which looked at the Site Designation Process
7.8	<i>GP practices are responsible for ensuring that the quality and connectivity of internet broadband</i> at the Designated Site is sufficient to support access to the point of care system 7 days a week between the hours of 8am and 8pm.	Whichever site you have designated, you are responsible for internet access of sufficient quality at that site
7.9	Where the Commissioner (NHSE) requires the GP practices to put into place any reasonable security requirements regarding the vaccine and the Designated Site, <i>the GP practice shall make all reasonable efforts to ensure that these requirements are put into place as soon as possible.</i>	You are responsible for security at the designated site
<b>Subcontracting Arrangements</b>		
8.1	The Commissioner (NHSE) acknowledges that to deliver the services pursuant to this ES, <i>a GP practice may require the ability to sub-contract the delivery of the required clinical services to another GP practice in the PCN Grouping or another party.</i> Where a GP practice is considering sub-contracting arrangements related to the provision of services under the ES, the GP practice must comply with the requirements set out in the statutory regulations or directions that underpin its primary medical services contracts in relation to sub-contracting, which will also apply to any arrangements to sub-contract services under the ES.	You are permitted to subcontract the service to be provided by someone else. However, it is unclear how this would be financially possible given the tight financial envelope.
<b>Service Delivery Specification</b>		
9.2	Patients eligible to receive the vaccination in general practice are those Patients <i>who are on the GP practice's registered patient list</i> ; are unregistered patients; or are care home workers or primary medical services workers which are registered on another primary medical services practice's list of patients, but who have been advised by the Commissioner (NHSE) that they may elect to receive the vaccination from the GP practice for convenience; <b>and</b> fall under the cohorts listed below. GP practices must deliver the vaccinations to Patients within the cohorts, in the order of the cohorts listed below.	This suggests that if you do not sign up to this ES your patients will not have access to it. This contradicts previous information the LMC was given that patients would be vaccinated by other means if practices declined to sign up.  It is not clear whether other commissioning arrangements will be in place for the patients of practices who do not sign up.  <i>The LMC has seen assurances from the GPC Executive that such patients will be able to access the vaccine at the designated sites of other opted in practices (via a national booking portal) – However, this assurance does not appear in the specification.</i>  Such patients would still have access to the vaccine via other routes such as mass vaccination centres
9.2	The cohorts of patients referred to are:  1. Older adults resident in care homes and care home workers 2. All people over 80 years of age and health and social care workers 3. All people 75 and over 4. All people 70 and over 5. All people 65 and over 6. High risk adults under 65 7. All people 60 and over 8. All people 55 and over 9. All people 50 and over	These cohorts have already been published in other sources. Practices will have to vaccinate these cohorts in the order of priority 1 to 9
9.5.1	GP practices must ensure they offer vaccinations to patients in accordance with paragraph 9.2 and:  a) that, in addition to any national call/re-call service, they write, text or call Patients (as appropriate) using standard nationally determined text; b) <i>that they actively co-operate with any national call/re-call service requirements;</i> and c) <i>that they maintain clear records of how they have contacted (including 'called' and recalled) Patients;</i> and d) to support high uptake of vaccinations and minimise vaccine wastage, that they proactively contact Patients for vaccinations. <i>This may include additional contacts over and above the call/re-call requirements set out in paragraph 9.5.1(a) where appropriate to do so.</i> GP practices are not required under this ES to offer call/re-call to care home residents, and Health and Social Care workers. Where these Patients are easily identifiable, GP practices may wish to offer call/re-call;	The call/recall requirements seem onerous, including co-operation with national call/recall requirements, record keeping and additional contacts. <i>The systems required to be set up and in place to meet these requirements are unclear at this stage.</i>

9.5.4(a)	<b>Informed Patient consent is obtained by a registered healthcare professional</b> and the Patient's consent to the vaccination (or the name of the person who gave consent to the vaccination and that person's relationship to the Patient) must be recorded in the point of care system and in accordance with law and guidance;	Responsibility for obtaining informed consent is the responsibility of the practice. There is no mention of a nationally organised consenting system. <i>Nor is there any clarity on how consent can be obtained for people without capacity (eg: dementia)</i>
9.5.7	That Patients receive a complete course <b>of the same vaccine</b> , unless in exceptional circumstances in which, for a patient attending for a second vaccination, that first vaccine type is not available, or the vaccine type received is not known. In such circumstances GP practices should offer a single dose of the locally available product in line with available guidance.	This goes against the previous news reports that vaccine types can be mixed. This seems to only be possible in "exceptional circumstances."
9.5.9	That they comply with <b>relevant guidance issued by JCVI on:</b> a) which vaccine is the most suitable for each cohort of patients	This poses an extra challenge if each vaccine can only be used on a particular cohort with regard to scheduling, call/recall, capacity and minimisation of wastage
9.7	The GP practice <b>must ensure the Patient has understood</b> that failure to receive all recommended doses of the vaccine may render the vaccination ineffective and should <b>ensure that a follow up appointment to receive the subsequent dose has been booked, acknowledging that in exceptional circumstances appointments may need to be moved, before administering the first dose of the vaccine</b> . The Patient should receive all doses in the regimen from the same provider unless, in the exceptional circumstances as per paragraph 11.3, the GP practice is unable to complete the regimen.	Places the onus for compliance on the practice, not the patient. Practices must book the patient's second dose before giving the first dose.
9.8.1	All healthcare professionals administering the vaccine, must have: a) read and understood the clinical guidance available and to be published on <a href="https://www.england.nhs.uk/coronavirus/covid-19-vaccination-programme/">https://www.england.nhs.uk/coronavirus/covid-19-vaccination-programme/</a> ; b) <b>completed the additional online COVID-19 specific training modules</b> available on the e-learning for health website when available. <b>GP practices will be expected to oversee and keep a record to confirm that all staff have undertaken the training</b> prior to participating in vaccinations; c) the necessary experience, skills and training to administer vaccines in general, including completion of the general immunisation training available on e-learning for health <b>and face-to-face administration training</b> , where relevant; d) the necessary experience, skills and training, <b>including training with regard to the recognition and initial treatment of anaphylaxis</b> ; and e) understood and be familiar with the Patient Group Direction for the COVID-19 vaccines, made available by Public Health England and authorised by the Commissioner (NHSE) including guidance on who can use them, and f) <b>ensured that registered healthcare professionals were involved in the preparation</b> (in accordance with the manufacturer's instructions) of the vaccine(s) unless unregistered staff have been trained to do this.	The training requirements seem unrealistic given the short timescales. The requirements are the same for non-registered healthcare professionals and "other persons" with regard to online training, face to face and anaphylaxis (BLS).  All other persons need to be supervised by a healthcare professional whether drawing up, preparing or administering the vaccine.
9.9	GP practices should ensure that all vaccines are received, stored, prepared and subsequently transported (where appropriate) in accordance with the relevant manufacturer's, Public Health England's and NHS England's instructions and all associated Standard Operating Procedures, including that all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that <b>readings are taken and recorded from that thermometer on all working days and that appropriate action is taken when readings are outside the recommended temperature</b> . Where vaccinations are administered away from a Designated Site (for example, at a care home), the GP practice must ensure that appropriate measures are taken to ensure the integrity of the cold chain, following any guidance issued by JCVI or Public Health England. Appropriate procedures must be in place to ensure stock rotation, monitoring of expiry dates and appropriate use of multi-dose vials to <b>ensure that wastage is minimised and certainly does not exceed 5% of the total number of vaccines supplied</b> . Wastage levels will be reviewed by the Commissioner (NHSE) on an ongoing basis. Where wastage exceeds 5% of the vaccines supplied and that wastage is as a result of supply chain or Commissioner (NHSE) fault, those vaccines shall be removed from any wastage calculations when reviewed by the Commissioner (NHSE) on an ongoing basis.	<ul style="list-style-type: none"> <li>Practices must check fridge temperatures every day</li> <li>Practices must have procedures in place to monitor stock and ensure rotation</li> <li>Practices must not waste &gt;5% of all vaccine supplied</li> </ul>
<b>Monitoring &amp; Reporting</b>		
10.1	GP practices and PCN Groupings must monitor and report all activity information in accordance with the monitoring and reporting standards as published by the Commissioner (NHSE).	These reporting standards are not yet published so it is unclear how much workload this will be
10.2	GP practices will be responsible for recording adverse events and providing the Patient with information on the process to follow if they experience an adverse event in the future after leaving the vaccination site, including signposting the Yellow Card service. GP practices will be expected to follow MHRA incident management processes in the case of a severe reaction.	This places the responsibility for aftercare on the practice, which is likely to attract a significant amount of workload by way of patients contacting the surgery for advice.

Payment & Validation		
11.1	<p>A payment of £25.16 shall be payable to the GP practice <b>on completion of the second administration</b> of the vaccination to each Patient. This £25.16 is made up of two items of service payments of £12.58 each and is intended to reflect the two vaccinations per Patient which make up the course of treatment. The Commissioner (NHSE) does not intend to make payment for the administration of a single vaccination, to encourage GP practices to ensure that Patients are called/re-called to second vaccination appointments and to reduce bureaucracy for practices. Payment will however be available for single administration of the vaccination in exceptional circumstances as set out at paragraph 11.3.</p>	<p>This presents a significant cash flow concern, in that payment is only received after the second dose. This means the earliest point a practice would be eligible to receive payment would be 21 days after the first vaccination (8<sup>th</sup> January) and as payments are usually made monthly, money would not flow into practices from the service until end of January 2021 at the earliest.</p>
11.2	<p>GP practices will only be eligible for the payment of £25.16 in accordance with this ES where all of the following requirements have been met:</p> <p><b>11.2.1</b> The Patient which received the vaccinations was a Patient at the time the vaccine was administered, <b>and all of the following apply</b> (except where the claim for reimbursement is for a qualifying exception):</p> <ol style="list-style-type: none"> <li>the GP practice has used the specified vaccines recommended in the JCVI guidance</li> <li>the Patient in respect of whom payment is being claimed was within an announced and authorised cohort at the time the vaccine was administered</li> <li>the vaccination has been recorded on the point of care system</li> <li><b>the GP practice has not received and does not expect to receive any payment from any other source</b> (other than any discretionary funding made available by the Commissioner (NHSE) relating to the delivery of the COVID-19 vaccination programme</li> </ol> <p><b>11.2.2</b> The Patient's <b>vaccinations have been administered by the GP practice's PCN Grouping</b>. GP practices must make arrangements within their PCN Grouping for payments in respect of unregistered patients; and care home workers and primary medical services workers which are registered on another primary medical services practice's list of patients, but who have elected to receive the vaccination from the GP practice for convenience; <b>and</b> who fall within the definition of Patient and who are vaccinated at the PCN Grouping's Designated Site. GP practices must nominate a single GP practice within the PCN Grouping to claim and receive (on their own behalf) payment for these unregistered patients, care home workers and primary medical services workers which shall be set out in the COVID-19 ES Vaccination Collaboration Agreement.</p> <p><b>11.2.3</b> GP practices must make arrangements within their PCN Grouping for the nomination of a host GP practice for the PCN Grouping <b>which will receive payments due under this ES for and on behalf of the GP practice.</b></p>	<p>In summary, you are only paid if your patient is within the required cohort, vaccinated by your PCN grouping at the designated site, vaccinated with the correct vaccine indicated for them, the vaccination is properly recorded <b>AND the practice has not received any other extra money from any source aside from NHSE.</b></p> <p>Your PCN grouping must nominate one practice within it to receive all payments on behalf of all practices and distribute the funds accordingly once the amounts due have been calculated.</p>
11.3	<p><b>Exceptional Circumstances</b> There may be exceptional circumstances where a GP practice should be paid for the administration of a single dose of the vaccine which are:</p> <p><b>11.3.1</b> Unsuitability of the patient</p> <ol style="list-style-type: none"> <li>because of medicine intolerance or allergy discovered during administration of the first dose of the vaccine</li> <li>if the patient has commenced end of life care before a second dose of vaccine could be provided</li> <li>if the patient has died before a second dose could be provided</li> </ol> <p><b>11.3.2</b> Changed circumstances in relation to the patient</p> <ol style="list-style-type: none"> <li>Patient choice – the patient has definitively chosen not to have a second dose of the vaccine <b>following a discussion with a clinician</b></li> <li>no response: the Patient did not attend a booked appointment to receive the second dose of the vaccine and the GP practice <b>has made at least two separate attempts to contact the Patient and a period of 60 days has elapsed</b> following the administration of the first dose of the vaccine;</li> <li>the Patient's name has been removed from the GP practice's list of registered patients between the first and second doses of the vaccine and their name is on the list of registered patients of another primary medical services practice outside of the PCN Grouping;</li> <li>the GP practice is unable to access the patient to administer the vaccination within the recommended time period</li> <li>the GP practice has not been provided with the vaccine</li> </ol>	<p>Therefore, a consultation, within the medical record would be required to qualify for this requirement.</p> <p>A time requirement of 60 days will have cashflow implications for patients who do not respond, and admin workload implications of chasing these people up.</p>



11.4	GP practices <b>must keep a record of the relevant exceptional circumstances to support a payment claim</b> in accordance with the reporting requirements and payment processes <b>which will be published</b> . Where the exceptional circumstances criteria have been satisfied, the relevant Patient will be a <b>"qualifying exception"</b> for payment purposes.	The reporting requirements are not yet published.  If insufficient records are kept then the practice may not be paid at all.
11.7	Practices may not claim payment for Patients vaccinated outside of the PCN grouping <b>(for example, at a vaccination centre)</b> .	This suggests practices cannot designate a mass vaccination centre as their designated site, even if they plan to provide staff to such a site. <b>This needs urgent clarification.</b>
11.8	The Commissioner (NHSE) may recover the money paid <b>by deducting an equivalent amount from any payment payable to the GP practice</b> , and where no such deduction can be made, it is a condition of the payments made under this ES that the contractor under its General Medical Services contract, Personal Medical Services agreement or Alternative Provider Medical Services contract (as relevant) must pay to the Commissioner (NHSE) that equivalent amount.	As with all enhanced services, if you do not meet the requirements then any money already paid to you may be clawed back by direct deduction from your monthly Open Exeter payment.  You may also be liable for the failure of your fellow practices to meet the requirements as per 3.5.
11.10	The Commissioner (NHSE) is responsible for post payment verification. This <b>may include auditing claims of practices</b> to ensure that they meet the requirements of this ES.	Normally PPV is done by CCGs. In this ES, NHSE have taken responsibility for it and may audit practices.
<b>Withdrawal from this ES</b>		
12.1	Where a practice wishes to withdraw from this ES it must provide the Commissioner (NHSE) <b>with no less than 42 days' notice</b> of its intention to withdraw to enable the recommissioning of services for Patients unless otherwise agreed with the Commissioner (NHSE).	The notice period you must give is 6 weeks Eg: If you sign up by the deadline of 7 <sup>th</sup> Dec and then change your mind the day after, you would be bound by the contract until 19 <sup>th</sup> January 2021.
<b>Variations to and Subsequent Withdrawal From this ES</b>		
13.1	Variations to this ES will be published and <b>will take effect immediately</b> on publication. GP practices will also be notified of any changes via the Primary Care Bulletin (as referred to in paragraph 10).	<b>Unilateral changes made by NHSE (see 1.2) take effect immediately, without notice, binding you immediately.</b>
13.3	In order to simplify the participation process, where there are any in-year variations to this ES specification after 8 December 2020, <b>the GP practice participating in this ES will automatically be enrolled.</b>	Similar to 13.1, you are automatically enrolled in the new ES if any changes are made, being instantaneously bound by it.
13.4	If a GP practice cannot meet the requirements of this ES it must withdraw from this ES by serving written notice on the Commissioner (NHSE) to that effect with supporting reasons as to why it cannot meet the revised requirements, such notice must be received by the Commissioner (NHSE) no later than 42 days after publication of the relevant variation and <b>providing no less than 42 days' notice of the GP practice's withdrawal. The GP practice will also need to make the necessary amendments to the COVID-19 ES Vaccination Collaboration Agreement.</b>	If such unilateral immediate changes are imposed, you cannot contractually escape them for 42 days as the aforementioned notice period in 12.1 still applies.  Even if you manage to leave the ES, and work the 42 day notice period, <b>you may still be bound by the terms of the VCA and remain jointly and severally liable with other practices in your PCN grouping for the duration of the ES unless you amend the VCA.</b>

### Summary:

- You have until 23.59, 7<sup>th</sup> December (Monday) to make an informed decision as to whether to sign this contract and agree to be bound by its terms
- Once signed, this contract becomes an extension of your core GMS contract (as with all national ES's)
- Once signed, you cannot exit the contract without giving 42 days' notice
- The contract requires you to provide the service 8am to 8pm, 7 days a week including bank holidays where NHSE inform you this is required
- NHSE may vary the contract, at any time, in any way, unilaterally without the consent of the GPC with such changes having immediate effect – This may affect wastage, notice periods and payments to practices
- Various accessory documents remain unpublished or yet to be determined, lacking clarity
- It is not yet clear which vaccines will be utilised in this ES, aside from the Pfizer BioNTech vaccine approved this week – **This ES spec applies equally to any and all COVID-19 vaccines which become available**
- There is no mention of de-prioritisation of other workload. In fact, the letter from NHSE dated 9<sup>th</sup> Nov calls for "returning activity to at least prior levels"

Concluding Advice:

- As a national Enhanced Service (ES), **participation in this contract is entirely voluntary and optional**
- The decision for a practice as to whether to sign up to this ES is a **practice level decision** (NOT a PCN level decision or wider system decision)
- Practices should be mindful of all available information, contractual documents and requirements before making an informed decision
- Practices should also be fully aware that if they sign this contract, they are signing a contract which may be unilaterally amended at will by the other party (NHSE) and should take this into consideration when conducting their own individual risk assessments
- **The LMC will support all practices in their decision, whether they choose to sign up or not.**
- The LMC remains, as always, available for individual practice level advice on any aspect of this ES. If you would like individual advice, please don't hesitate to contact us at [assistance@bbolmc.co.uk](mailto:assistance@bbolmc.co.uk)



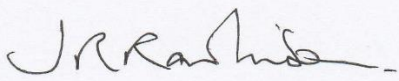
Dr. Matt Mayer  
Chief Executive Officer



Dr. Richard Wood  
Chief Executive Officer



Dr. Simon Ruffle  
Chair of Board



Dr. John Rawlinson  
Chair, Berkshire LMC



Dr. Stefan Kuetter  
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